

Agreement Number: TBD
Memorandum of Understanding (MOU) Between the California
Correctional Health Care Services and Lake County

Background

The California Correctional Health Care Services (CCHCS) Health Information Management (HIM) and Lake County (County Agency), pursuant to California Penal Code Section 3003(e)(2), are working collaboratively to facilitate the timely and efficient release of patient-inmate medical records between CCHCS HIM and County Agency for the purpose of ensuring continuity of care/coordination of care for medical, mental health, dental, and substance use disorder treatment. The two entities are working together to ensure secure transfer of Personally Identifiable Information (PII)/Protected Health Information (PHI).

Purpose

Effective upon execution through three (3) years from date of execution, CCHCS and County Agency enter into this MOU for the purpose of secure transfer of PII/PHI, and/or HIPAA data between CCHCS and County Agency via CCHCS secure file transfer portal (SFTP). Transferred or downloaded information shall be in compliance with the Electronic Data Sharing Agreement (EDSA) (attached as Exhibit A) and all other applicable federal and state privacy and security related regulations and laws. County Agency agrees to safeguard all PHI downloaded from the CCHCS SFTP site pursuant to the terms of the EDSA.

This MOU addresses the conditions under which CCHCS and County Agency will release, exchange and use PII/PHI. This MOU shall serve as the sole agreement between the entities with respect to the use of PII/PHI and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from CCHCS HIM or any of its components with respect to the information specified in this MOU.

The documents and information shared under this MOU will be used solely to provide continuity of care/coordination of care for health services as outlined and in response to California Penal Code Section 3003(e)(2), for patient-inmates transferred between CCHCS and County Agency.

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County Agency agrees to the following:

1. County Agency shall contact CCHCS HIM to request and complete an enrollment packet.
2. County Agency shall notify HIM of any personnel or departmental changes that would affect the terms herein or information transferred while this MOU is in place.
3. County Agency agrees that only authorized users shall be provided access to the information to be transferred in this MOU. Any change of an authorized user shall be consistent with the instructions outlined in the County Health Care User Guide.
4. County Agency agrees to the prohibition of disclosing substance use disorder treatment and/or medication assisted treatment information to a third party not identified in this MOU without prior patient written consent unless required by law.
5. County Agency agrees to adhere to the specific privacy and security transmission safeguards required by CCHCS in the protocol of transfer of information outlined in the Specifications of Use (attached as Exhibit B).
6. Upon transfer of agreed patient-inmate information by CCHCS HIM, County Agency assumes its responsibilities for applicable laws related to protection and use of patient-inmate information pursuant to the terms in the EDSA (attached as Exhibit A).
7. The individual designated as the Information Custodian on behalf of the County Agency shall be responsible for the establishment and maintenance of privacy and security arrangements as specified in this MOU. Acknowledgement shall be made by execution of the SFTP County Secure Authorization Request (attached as Exhibit C) appointing an Information Custodian of the aforesaid file(s) by the County Agency and agreement to comply with the provisions of this MOU on behalf of County Agency.
8. Each entity shall ensure that all personnel who access the data covered by this MOU shall abide by all applicable information security and Privacy policies, including training, required by the respective entity as to its employees or contractors

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9. The Information Custodian shall be required to sign a copy of the Security Awareness User Agreement (attached as Exhibit F) and Non-Rdisclosure Agreement (attached as Exhibit G) and provide a copy to the HIM Point of Contact (POC) prior to the start of the MOU.
10. It is the responsibility of County Agency to provide CCHCS notice when a new Information Custodian is assigned. Any successor Information Custodian shall be required to sign a similar acknowledgement and provide to CCHCS a copy. Information Custodian shall maintain all original acknowledgment forms and certificates of training with the MOU file.
11. The Information Custodian shall ensure authorized users complete all requirements prior to being issued access.
12. County Agency agrees to abide by the EDSA (attached as Exhibit A)

CCHCS agrees to the following:

1. CCHCS System Administrators shall maintain access of any authorized user.
2. CCHCS agrees to adhere to the specific privacy and security transmission safeguards required by CCHCS in the protocol of transfer of information outlined in the Specifications of Use (attached as Exhibit B).
3. CCHCS agrees to abide by the EDSA (attached as Exhibit A)

Term

This Agreement shall be effective upon execution and expire three (3) years from date of execution, unless extended by CCHCS and County Agency before its expiration. This MOU shall be binding on any successors. The terms of this MOU and any amendments made to this MOU may only be modified in writing and signed by both entities.

Termination

Either Party shall have the right to terminate the MOU by providing 90 days written notice to the other Party at any time. If the MOU is terminated by either Party, steps shall be taken to ensure the termination does not affect any data-sharing already in progress.

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On Behalf of County of Lake, the undersigned individual hereby attests that he/she has the authorization to bind its county to the terms of the MOU outlined and agrees to the terms and provisions specified herein:

Name Jessica Pyska		Title Chair, Board of Supervisors
Department County of Lake		Division Behavioral Health Services Department
Address 7000-B South Center Drive, Clearlake CA		
Phone 707-274-9101	Email elise.jones@lakecountyca.gov	
Signature		Date

On Behalf of California Correctional Health Care Services (CCHCS), the undersigned individual hereby attests that he/she has the authorization to enter into this MOU and bind the State to all of the terms and provisions specified herein:

Name Richard Robinson		Title Chief Privacy Officer
Department California Correctional Health Care Services		Division Privacy Office
Address 8260 Longleaf Drive, Building C, Space C3-610, Elk Grove, Ca 95758		
Phone 916-691-4424	Email Richard.Robinson@cdcr.ca.gov	
Signature		Date